

agreed and fixed does not fall on a Sunday or Bank Holiday). Where the title is long and complicated (or it is apparent from other circumstances that the matter cannot be dealt with in a month) a longer period should be fixed, and an inquiry of the vendor's solicitor will usually elucidate information on this point.

There remains the subject of a contract for sale and purchase of property at an auction sale. In this case when the vendor has instructed his solicitor to act for him, the solicitor joins with an auctioneer in the preparation of a circular or brochure described as "Particulars and Conditions of Sale" which is printed and distributed amongst those likely to be interested or proposing to attend the auction sale. The auctioneer prepares the particulars of the property and the solicitor adds the conditions.

The solicitor's clerk can readily obtain prints of various particulars and conditions of auction sales from an auctioneer and very probably he will find several different prints in his own office. He will observe that the conditions of sale are very similar to the conditions in an ordinary sale and purchase agreement and in most cases express that the property is sold subject to one of the general printed forms of conditions of sale

already referred
to (i.e. National Conditions of Sale,
General Conditions of Sale, etc.). One of the
important conditions of a sale by auction is that if the
purchaser fails to complete he may forfeit his
deposit.

The solicitor for the vendor usually
attends the
auction sale for the purpose of
answering any
query on the title or conditions of sale
which a
would-be purchaser may ask, but
takes no other